

- 1. DEFINITIONS**
- 1.1 **"Buyer"** means the person, firm or company placing an order with the Seller.
- 1.2 **"Business Day"** means a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.
- 1.3 **"Conditions"** means these terms and conditions.
- 1.4 **"Contract"** means the contract for the supply of Goods and Services formed by the Seller's acceptance (which however made or communicated shall be deemed to be made subject to and shall incorporate these Conditions) of the Order.
- 1.5 **"Goods"** means all those goods and materials which are the subject of the Contract and to include salt and pre-wetting goods and materials and which are to be supplied to the Buyer by the Seller under these Conditions.
- 1.6 **"Insolvency Event"** means
- a bankruptcy petition in respect of the Buyer is presented to any competent court pursuant to section 264 of the Insolvency Act 1986 or the Buyer has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors; or
 - the Buyer (being a body corporate) convenes a meeting of creditors (whether formal or informal), or the Buyer enters into liquidation (other than a solvent voluntary liquidation for the purposes of amalgamation or reconstruction) or a meeting of its members is called (whether pursuant to a meeting of the Buyer's directors or otherwise) to consider the passing of a resolution for winding up (otherwise than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction) or a petition is presented to, or an order is made by, any competent court for the winding up, dissolution or appointment of a liquidator or receiver of the Buyer; or
 - a receiver and/or manager, administrator, sequestrator or administrative receiver is appointed over the Buyer or its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Buyer or notice of intention to appoint an administrator in respect of the Buyer is filed with the court or given by the Buyer or its directors or by the holder of a Qualifying Floating Charge (as defined within the provisions of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the granting of an administration order in respect of the Buyer; or
 - formal demand is served on the Buyer by the holder of a Qualifying Floating Charge (as defined within the provisions of Schedule B1 to the Insolvency Act 1986) for repayment of monies owed by the Buyer;
 - the Buyer or its directors or members call a meeting to consider the appointment of administrators or making an application for an administration order, or to invite an encumbrancer to appoint administrators, receivers or administrative receivers over the whole or any part of the assets or rights of the Buyer;
 - the Buyer is, or is reasonably adjudged by the Seller to be insolvent or about to become insolvent as defined within section 123 of the Insolvency Act 1986 or the Buyer stops or suspends payment of its debts or is (or is deemed to be) unable to or admits inability to pay its debts as they fall due or suffers or allows any execution, whether legal or equitable, to be levied on its property or obtained against it, or the Buyer ceases to trade or threatens to cease to carry on the whole or a substantial part of its business; or
 - the registrar of companies gives notice (including conditional notices) that the Buyer will be struck off the register at Companies House or
 - the Buyer or its directors take steps to obtain a moratorium or the Buyer or its directors proposes or enters into any composition or other arrangement with its creditors generally (including a voluntary arrangement under the provisions of the Insolvency Act 1986) or proceedings (including without limitation extra-territorial proceedings) are commenced in relation to the Buyer under any law regulation or procedure relating to reconstruction or adjustment of debts or the insolvency or possible insolvency of the Buyer.
- 1.7 **"Order"** means a purchase order in respect of the Goods and Services issued by the Buyer to the Seller on the Buyer's official purchase order form (or in another form acceptable to the Seller) together with all documents referred to in it.
- 1.8 **"Seller"** means Compass Minerals UK Limited.
- 1.9 **"Services"** means all those services provided by the Seller to the Buyer and more specifically the monitoring and control of gritting routes the tracking of vehicles upon those routes the provision of advice and GeoRoute Tracking system and the monitoring of winter budgets which are the subject of the contract and which are to be supplied to the Buyer by the Seller under these Conditions.
- 1.10 **"Software"** means any Software provided in whatever format by the Seller to the Buyer in connection with the supply of Services.
- 2. FORMATION OF CONTRACT**
- 2.1 These Conditions shall govern and be incorporated into every Contract, and shall prevail over any terms or conditions (whether or not inconsistent with these Conditions) contained or referred to in any correspondence, Order and documentation submitted by the Buyer or elsewhere or implied by custom, practice or course of dealing.
- 2.2 The Seller's acceptance of an Order shall be effective only where (i) such acceptance is in writing and signed by an authorised representative of the Seller, or (ii) where the Seller delivers the Goods and/or Services in accordance with the terms of the Contract (whichever is the earlier).
- 2.3 No representative agent or sales person has the Seller's authority to vary amend or waive any of these Conditions on behalf of the Seller or no amendment or addition to any of these Conditions shall be deemed to have been accepted unless accepted in writing by the Seller.
- 3. QUOTATIONS**
- 3.1 A quotation by the Seller does not constitute an offer and the Seller reserves the right to withdraw or revise a quotation at any time prior before it accepts an Order.
- 4. SPECIFICATIONS**
- 4.1 All dimensions weights and other technical information and particulars of the Goods and any samples are given by the Seller in the belief that they are as accurate as reasonably possible but are not to be treated as binding or as forming part of the Contract.
- 4.2 Where the Services provided by the Seller are based upon any information provided by the Buyer the Seller will provide no warranty in respect of performance of the Services if that information provided by the Buyer in any form but specifically to include technical information and the plans.
- 4.3 In such circumstances where any information provided is not correct the Seller will be entitled to payment in full of the contract price regardless of any failure within the Services provided and any associated extra costs charges and expenses which may be incurred to correct any failure within the Services following receipt of the accurate information.
- 4.4 Where the information provided by the Buyer is inaccurate the Buyer shall indemnify the Seller and keep the Seller fully and effectively indemnified against any and all losses claims damages costs charges expenses liabilities demands proceedings and actions which the Seller may sustain or incur or which may be brought or established against it and which in any case arise out of or in relation to the supply of the inaccurate information.
- 4.5 In such circumstances where any change has been made as detailed within Condition 4.5 above the Seller will be entitled to payment in full of the Contract price regardless of any failure within the Services provided and any associated extra costs charges and expenses which may be incurred to correct any failure within the Services as a result of any such change.
- 5. ORDERS AND DELIVERIES**
- 5.1 All Orders are accepted by the Seller subject to the availability of Goods for delivery and subject to Condition 5.4. The Buyer acknowledges that there will be times during the year (particularly in the winter months) when demand for Goods will be high and it may not always be possible to:
- supply the quantity of Goods requested by the Buyer in the Order; and/or
 - supply the Goods by the requested date for delivery;
- 5.2 To the extent that the Seller is unable supply the quantity of Goods requested by the Buyer and/or supply the Goods by the requested due date for delivery, the Seller hereby agrees to update the Buyer in respect of the quantity of Goods the Seller is likely to be able to deliver and the likely date for delivery.
- 5.3 Unless otherwise agreed delivery of Goods within mainland UK will be made at the cost of the Buyer to the address specified in the Order by any method of transportation regarded as suitable by the Seller at its discretion.
- 5.4 Although the Seller will use all reasonable efforts to meet delivery dates, time for delivery is not of the essence and shall not be made so by the service of any notice. For the avoidance of doubt, the Seller shall not be in breach of the Contract to the extent that it fails to deliver Goods by the delivery date set out in the Order providing that it has complied with Condition 5.2.
- 5.5 The Seller reserves the right to refuse to deliver the Goods if in its absolute discretion it determines that the facilities for discharging unloading or storing Goods are unsafe or unsuitable in which case the Buyer shall be responsible for the Seller's costs incurred arising out of any aborted delivery.
- 5.6 If the Buyer refuses or fails to take delivery of the Goods on the date of delivery the Seller will be entitled at its discretion to store the Goods at the risk of the Buyer and the Buyer shall in addition to the price payable under Condition 7 pay all costs and expenses of such storage and any additional costs of carriage incurred.
- 5.7 The Seller reserves the right to deliver in consignments at its discretion. Each consignment will be invoiced as despatched and treated as a separate account and be payable accordingly. If the Buyer fails to pay for a consignment when payment is due the Seller shall have the right without prejudice to any other rights it may have, to suspend further deliveries.
- 5.8 The Buyer shall accept the supply of such quantity of the Goods (whether more or less) as reasonably approximates to the stipulated amount of the Order (up to a maximum of 10% above or below the stipulated amount) on a rateable adjustment of the total price.
- 5.9 If the Buyer refuses or fails to allow the Seller's haulier to deliver the Goods at the stipulated time for delivery or otherwise hinders or delays the Seller's haulier or if having delivered the Goods the Seller's haulier is prevented hindered or delayed from leaving the Buyer's premises then the Buyer shall be liable for any additional haulage and other costs which may be incurred by the Seller as a result and the Buyer shall indemnify the Seller accordingly.
- 6. RISK**

- Except as otherwise provided in these Conditions risk of loss or damage to the Goods shall pass to the Buyer upon delivery of the Goods in accordance with Condition 5.3.
- 7. PRICE**
- 7.1 The price payable for the Goods shall be as stated in the Order (or, where no Order is issued, in the Seller's quotation relating to the Goods).
- 7.2 All Goods are sold on a delivered basis unless otherwise stated. For any Goods sold "ex works" it shall be the Seller's responsibility to load Goods onto vehicles provided by the Buyer at the Seller's premises. If the Seller arranges or undertakes the carriage freight insurance or other transport costs beyond the point of delivery such costs shall be for the Buyer's account and shall not affect the provisions of the Contract as to the passing of risk.
- 7.3 Quotations in a currency other than sterling are based on the rate of exchange at the time of quoting and unless otherwise stated the price may be subject to revision upwards by the Seller if any different rate of exchange is ruling at the date of invoice.
- 7.4 Value Added Tax, customs duties and all other taxes duties and expenses in respect of the Goods and Services shall be added to the price for the Goods and Services unless otherwise stipulated in writing by the Seller.
- 8. PAYMENT**
- 8.1 The Buyer shall pay for the Goods and Services in pounds sterling on or before the 20th day of the month following the date of the Seller's invoice.
- 8.2 If payment is not made when due then the Seller may without prejudice to its other rights charge interest at an annual rate of 2% above the current base rate of Barclays Bank Plc to be calculated on a day to day basis on the balance outstanding until payment is made in full.
- 8.3 The Buyer shall not set off or withhold any payments claimed or due to the Seller under this or any other contract.
- 8.4 When deliveries are spread over a period each consignment will be invoiced as despatched and each month's invoices will be treated as a separate account and be payable accordingly.
- 9. TITLE**
- 9.1 The Seller shall retain title to and ownership of the Goods until it has received payment in full of all monies and liabilities due from the Buyer to the Seller whosoever and howsoever incurred ("**Liabilities**"). Without prejudice to the foregoing, if payments received from the Buyer are not stated to refer to a particular invoice the Seller may at its discretion appropriate such payments to any outstanding invoice.
- 9.2 Until payment of the Liabilities, the Buyer shall be the bailee of the Goods for the Seller and the Goods shall be stored separately from any goods which belong to the Buyer or any third party and the Buyer will be obliged to clearly mark and identify the Goods as being the property of the Seller.
- 9.3 The Goods may only be mixed with or attached to goods owned by the Buyer or third parties with the Seller's prior written consent. If the Goods are mixed with or attached to goods owned by the Buyer or third parties (with or without the Seller's consent), the Buyer hereby confirms and acknowledges that the Seller becomes co-owner of the resulting mixture ("**Mixture**") and is entitled to a share of the sale proceeds of the Mixture in proportion to its total contribution into the Mixture.
- 9.4 The Seller hereby authorises the Buyer to act as its agent (subject to Condition 10.5.2 below) to sell, assign, transfer or otherwise dispose of the Goods or Mixture to third parties. The Buyer shall maintain a deposit account held on trust for the benefit of the Seller into which shall be paid the sums due to the Seller which are received by the Buyer (in respect of the Goods) from third parties for the onward sale, transfer or disposition of the Goods by the Buyer.
- 9.5 At any time prior to title in the Goods passing to the Buyer (whether or not payment is due) the Seller shall have the right without prejudice to any other remedies:
- to enter without prior notice into any premises (including for the avoidance of doubt the premises of third parties) where Goods owned by it may be located and to repossess and dispose of any Goods owned by it so as to discharge any sums owed to it by the Buyer under this or any other contract;
 - to revoke its authority in Condition 10.4 above and require the Buyer not to resell, assign, transfer, or otherwise dispose of any Goods owned by the Seller until the Buyer has paid in full all the Liabilities owed by it to the Seller. The Buyer's authority to resell the Goods shall in any event automatically terminate on the Buyer being subject to any Insolvency Event;
 - to withhold delivery of any undelivered Goods and stop any Goods in transit.
- 9.5.4 Unless the Seller expressly elects otherwise any contract between it and the Buyer for the supply of Goods shall remain in existence notwithstanding any exercise by the Seller of its rights under this Condition 10.
- 9.5.5 Notwithstanding the above, the Goods shall, once the risk has passed to the Buyer in accordance with Condition 6 or otherwise, be and remain at the Buyer's risk at all times unless and until the Seller has retaken possession of them and the Buyer shall insure accordingly.
- 9.6 Goods shall be deemed sold or used in the order delivered to the Buyer.
- The title to any Software or documentation provided by the Seller shall remain with the owner of that Software/documentation and will not pass to the Buyer at any time under any circumstances.
- 10. WARRANTY**
- 10.1 The Seller warrants that the Goods will be substantially free from defects on the date of delivery and the Seller will at its option refund the purchase price or replace free of charge any Goods which its examination confirms are defective provided:
- 10.1.1 the Buyer makes a full inspection of the Goods immediately upon delivery;
 - 10.1.2 the Buyer notifies the Seller within 48 hours of any defects which it discovers and does not make any further use of such defective Goods after giving such notice;
 - 10.1.3 the Buyer has used the Goods in accordance with any instructions or recommendations of the Seller;
 - 10.1.4 the Goods have not been altered by any party other than the Seller; and
 - 10.1.5 the Goods are either made available to the Seller for inspection or returned to the Seller at the Seller's own expense, as the Seller may request.
- 10.2 The Seller warrants that the Services will be provided with reasonable care and skill.
- 10.3 The remedies set out in Condition 10.1 are the Buyer's sole and exclusive remedies for breach of warranty by the Seller.
- 10.4 The Seller is not liable for:
- 10.4.1 non-delivery or non-performance unless the Buyer notifies the Seller of the claim within 5 Working Days of the date of the Seller's invoice (and subject always to Condition 5 in any event);
 - 10.4.2 shortages in quantity delivered outside the parameters permitted by Condition 5.8 unless the Buyer notifies the Seller of a claim within 48 hours of receipt of the Goods; and
 - 10.4.3 for damage to or loss of all or part of the Goods in transit (where the Goods are carried by the Seller's own transport or by a carrier on behalf of the Seller) unless the Customer notifies the Seller in writing within 48 hours of receipt of the Goods or the scheduled date of delivery, whichever is the earlier.
- 10.5 Except as provided for in these Conditions there are no warranties express or implied of quality or of fitness for a particular purpose or of any other kind except as set out. In particular all conditions and warranties which would otherwise be implied by statute or under the common law are hereby excluded to the extent permitted by law.
- 10.6 A claim in respect of any defect or failure to comply with the specification or in respect of any delivery or instalment of an Order or any part of them shall not entitle the Buyer to cancel or refuse delivery of or a payment for any other Order delivery or instalment or any part of the same Order delivery or instalment.
- 11. LIABILITY**
- 11.1 Subject to the provisions in condition 0 below, the Seller is not liable to the Buyer in contract, tort (including negligence or breach of statutory duty) or otherwise for any indirect, special or consequential losses or damages, arising out of, or in connection with, the supply, non-supply or delay in supplying the Goods and Services or otherwise in connection with the Contract.
- 11.2 Subject to Conditions 11.1 and 0 the entire liability of the Seller arising out of or in connection with the supply, non-supply or delay in supplying the Goods and Services, or otherwise in connection with the Contract, whether in contract, tort (including negligence or breach of statutory duty) or otherwise, is limited to an aggregate figure of 125% of the price for the Goods or Services which have given rise to any such claim.
- 11.3 All recommendations and advice given by or on behalf of the Seller to the Buyer in the provision of the Services and as to methods of storing using or applying the Goods the purposes for which the Goods may be applied and the suitability of using the Goods in any manufacturing process or in connection with any other materials are given without liability on the part of the Seller.
- 11.4 The Seller makes no representations or warranty that use of the Goods or Services does not infringe the rights of any third party and the Seller accepts no liability in this respect.
- 11.5 Nothing in these Conditions shall operate to exclude or restrict the Seller's liability:
- 11.5.1 for death or personal injury resulting from negligence;
 - 11.5.2 for breach of the obligations arising from section 12 of the Sale of Goods Act 1979;
 - 11.5.3 for fraud or deceit; or
 - 11.5.4 under the Consumer Protection Act 1987 to a person who has suffered damage caused by a defective product or to a dependent or relative of such person.
- 12. REGULATIONS AND LABELLING**
- The Buyer shall be responsible for compliance with all relevant laws and regulations and for obtaining and maintaining at its expense any necessary import or export licences customs clearance exchange control consent or other authorisations and permits whatsoever and the Buyer shall ensure that the Goods

are at all times labelled in such a way as to ensure the safety which a person is entitled to expect from the Goods.

- 13. PALLETS**
- 13.1 Unless previously agreed in writing by the Seller, pallets shall remain the property of the Seller and when requested by the Seller the Buyer shall make the pallets available to the Seller for collection in a good condition.
- 13.2 The Buyer shall indemnify the Seller for the costs of replacing any pallets which are not returned when requested or which are returned other than in a good condition.
- 14. TERMINATION**
- 14.1 On or at any time after the occurrence of any of the events identified in Condition 14.2, or where the Seller has reasonable cause to believe that any of the events identified in Condition 14.2 is likely to occur, the Seller may:
- 14.1.1 stop any Goods in transit;
 - 14.1.2 suspend further deliveries of Goods and/or suspend the provision of Services to the Buyer; and/or
 - 14.1.3 terminate the Contract forthwith by giving notice to that effect to the Buyer.
- 14.2 The events are:
- 14.2.1 the Buyer being in breach of the Contract (including for the avoidance of doubt these Conditions); or
 - 14.2.2 the occurrence of an Insolvency Event.
- 14.3 On termination of the Contract any indebtedness of the Buyer to the Seller shall become immediately due and payable and the Seller is relieved of any further obligation to supply Goods and/or provide Services to the Buyer pursuant to the Contract.
- 15. FORCE MAJEURE**
- The Seller shall not be liable to the Buyer for any loss or damage caused to or suffered by the Buyer as a direct or indirect result of the supply of the Goods or Services by the Seller being prevented, restricted, hindered or delayed by reason of any circumstances outside the control of the Seller including without limitation (i) circumstances affecting the provision of all or any part of the Goods or Services by the Seller's usual source of supply or delivery or by the Seller's normal route or means of delivery and (ii) the formation of a "salt cell" or any other governmental or quasi-governmental body which advises or directs the Seller where to supply the Goods.
- 16. HEALTH AND SAFETY AT WORK**
- The Seller shall provide the Buyer with health and safety information and product literature (if requested and to the extent available or applicable) concerning the Goods and Services supplied hereunder and their use. Should the Buyer require any further information or advice in connection with safe use of the Goods and Services in question, the Buyer should immediately contact the Seller.
- 17. WAIVER**
- The failure of the Seller to insist upon the strict performance of any of these Conditions shall not be construed as a waiver of any such term or condition and shall in no way affect the Seller's right to enforce such provision later.
- 18. SEVERABILITY**
- 18.1 If any of these Conditions is found to be invalid ineffective or unenforceable, such invalidity ineffectiveness or unenforceability shall not affect the other Conditions which shall remain in full force and effect.
- 18.2 If any of these Conditions is so found to be invalid ineffective or unenforceable but would cease to be invalid ineffective or unenforceable if some part of the provision were deleted, the provision in question shall apply with such modification as may be necessary to make it valid effective and enforceable.
- 19. THIRD PARTIES**
- A person who is not a party to a Contract shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of such contract. This Condition does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.
- 20. VARIATION**
- Except as set out in these Conditions, any variation to the Contract, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by both parties.
- 21. NOTICES**
- 21.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this Condition, and shall be delivered personally, sent by pre-paid first class post, recorded delivery, commercial courier or fax.
- 21.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in Condition 21.1; if sent by pre-paid first class post or recorded delivery, at 9.00am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax, one Business Day after transmission.
- 22. ASSIGNMENT AND SUB-CONTRACTING**
- 22.1 The Seller may at any time assign, transfer, charge, subcontract or deal in any other matter with all or any of its rights or obligations under the Contract.
- 22.2 The Buyer may not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of the Seller.
- 23. CONFIDENTIALITY**
- 23.1 In this Condition 23, "**Confidential Information**" means all information disclosed (whether in writing, orally or by another means and whether directly or indirectly) by a party ("**Disclosing Party**") to the other party ("**Receiving Party**") whether before or after the date of the Contract including, but not limited to, information relating to the Disclosing Party's products, operations, processes, plans or intentions, product information, know-how, design rights, trade secrets, market opportunities and business affairs.
- 23.2 For the duration of the Contract and after termination or expiry of the Contract the Receiving Party:
- 23.2.1 shall not use Confidential Information for a purpose other than the performance of its obligations under the Contract;
 - 23.2.2 shall not disclose Confidential Information to any person except with the prior written consent of the Disclosing Party or in accordance with conditions 23.3 and 23.4; and
 - 23.2.3 shall make every effort to prevent the use or disclosure of Confidential Information.
- 23.3 For the duration of the Contract the Receiving Party may disclose Confidential Information to any of its directors, other officers, employees, sub-contractors and customers ("**Recipient**") to the extent that disclosure is necessary for the purposes of the Contract.
- 23.4 Before disclosure of Confidential Information to a Recipient, the Receiving Party shall ensure that such Recipient is made aware of and complies with the Receiving Party's obligations of confidentiality under the Contract as if the Recipient was a party to the Contract.
- 24. GOVERNING LAW**
- The construction validity and performance of the Contract shall be governed by English Law and the parties submit to the jurisdiction of English courts.